

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

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<i>Confirmation No.:</i>	5181	}	
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<i>Art Unit:</i>	3691	}	
		}	
<i>Examiner:</i>	Akintola, Olabode	}	<b>ELECTRONICALLY</b>
		}	<b>SUBMITTED ON:</b>
<i>Application Title:</i>	<b>CUSTOMER BILLING IN A</b>	}	
	<b>COMMUNICATIONS</b>	}	
	<b>NETWORK</b>	}	<b>AUGUST 16, 2010</b>
		}	
<i>First Named Applicant:</i>	Timothy Roberts	}	
		}	
<i>Filed:</i>	11/24/2003	}	
		}	
<i>Attorney Docket:</i>	920476-95165	}	

**APPEAL BRIEF**

MAIL STOP APPEAL BRIEF-PATENTS

Commissioner for Patents

P. O. Box 1450

Alexandria, VA 22313-1450

Sir:

Appellant electronically submits this Appeal Brief in support of the appeal filed March 29, 2010 from the Examiner's final rejection of claims 1-20, which was set forth in the Final Office Action dated November 27, 2009 (hereinafter "Final Office Action").

### **REAL PARTY IN INTEREST**

The real party in interest is Nortel Networks Limited pursuant to the assignments recorded in the records of the U.S. Patent and Trademark Office at reel 014746, beginning at frame 0308.

### **RELATED APPEALS AND INTERFERENCES**

There are no other appeals or interferences known to Appellant that will directly affect, or be directly affected by, or have a bearing on the Board's decision in the present appeal.

### **STATUS OF CLAIMS**

The present application included claims 1-20 at the time of filing. Each of claims 1-20 were finally rejected in the Final Office Action. Each of the currently pending claims 1-20 was appealed in the Notice of Appeal filed on March 29, 2010.

### **STATUS OF AMENDMENTS**

No amendments were filed subsequent to the final rejection from which this appeal is taken.

## **SUMMARY OF CLAIMED SUBJECT MATTER**

### **Independent Claim 1**

Independent claim 1 recites a method of billing a communications network user (user of terminal 11) for the purchase of goods or services associated with the transport of packet traffic from that communication network (e.g., cellular network) into a packet communications network (IP network 12). Each packet of the packet traffic includes an address which identifies a provider of goods or services (e.g., Music Site 14). The method is executed by a server (Gateway General Packet Radio Service Serving Node (GGSN) 10) and includes accessing, by the server (GGSN 10), a set of rules (Real-time Rating Engine 2). The method also includes determining, by the server (GGSN 10), from said rules (real time rating engine 2) and each packet address, a respective billing tariff and a network user account (user of terminal 11, stored in Unified Account Database 1) to be debited for the transport of that packet and obtaining, by the server (GGSN 10), a coupon from an account database (Unified Account Database 1), representing an amount of credit. Additionally, the method includes debiting, by the server (GGSN 10), a network user account ("User" in the Unified Account Database 1) by the amount of that credit, before allowing the transport of packet traffic for that network user (user of terminal 11).

The Unified Account Database is initially described in Para. [0026]. The Real-time Rating Engine 2 is initially described in Para. [0027]. The GGSN 10 and associated Real-time in-line packet analyzer 3 is initially described in Para. [0028]. Additional description of the billing system can be found in Para. [0029]-[0037]. Additionally, various embodiments of billing method of claim 1 are described in detail through Appellant's specification with reference

to the system of FIG. 1, including Para. [0051]-[0058]; Para. [0063]-[0080]; Para. [0081]-[0099]; Para. [0108]-[0114]; Para. [0142]-[0155]; and Para. [0156]-[0170].

#### Independent Claim 8

Independent claim 8 recites a method executed on a sever (GGSN 10) configured to facilitate on-line shopping (e.g., from Music Storefront 16). The method of claim 8 includes debiting, by the server (GGSN 10), the cost of goods or services purchased by a customer (user of terminal 11) to that customer's pre-paid or postpaid account ("User" in the Unified Account Database 1) with a network operator. The method also includes applying, by the server (GGSN 10), a corresponding credit to an account ("Adman," "MusicStore", and/or "MusicSite" in the Unified Account Database 1) held by a provider of those goods or services (e.g., Music Site server 14, Ad Content server 15, Music Storefront server 16, and/or Music Content server 17). Additionally, the method includes obtaining, by the server (GGSN 10), a coupon from an account database (Unified Account Database 1). The coupon represents an amount of credit. The method further includes debiting, by the server (GGSN 10), a network user account ("User" in the Unified Account Database 1) by the amount of that credit, before allowing the transport of packet traffic for that network user (user of terminal 11).

The Unified Account Database is initially described in Para. [0026]. The Real-time Rating Engine 2 is initially described in Para. [0027]. The GGSN 10 and associated Real-time in-line packet analyzer 3 is initially described in Para. [0028]. Additional description of the billing system can be found in Para. [0029]-[0037]. Additionally, various embodiments of billing method of claim 8 are described in detail through Appellant's specification with reference to the system of FIG. 1, including Para. [0051]-[0058]; Para. [0063]-[0080]; Para. [0081]-[0099]; Para. [0108]-[0114]; Para. [0142]-[0155]; and Para. [0156]-[0170].

Independent Claim 11

Independent Claim 11 recites a billing system (see FIG. 1) for providing combined billing of a communications packet network user (user of terminal 11) for the delivery of communications services to that user (user of terminal 11) and for the on-line purchase of goods and services by the user (user of terminal 11) via the communications network (cellular network and/or IP network 12). The goods and services are associated with the transport of packet traffic wherein each packet includes a packet address. The billing system of claim 11 includes a database (Unified Account Database 1) having stored therein a set of rules (Real-time Rating Engine 2) and a server (GGSN 10) communicatively coupled to the database (Unified Account Database 1). The server (GGSN 10) is configured to determine from said rules (Real-time Rating Engine 2) and each packet address, a respective billing tariff and a network user account ("User" in the Unified Account Database 1) to be debited for the transport of that packet. The server (GGSN 10) is also configured to obtain a coupon from an account database (Unified Account Database 1), representing an amount of credit. Additionally, the server (GGSN 10) is configured to debit a network user account ("User" in the Unified Account Database 1) by the amount of that credit, before allowing the transport of packet traffic for that network user (user of the terminal 11).

The Unified Account Database is initially described in Para. [0026]. The Real-time Rating Engine 2 is initially described in Para. [0027]. The GGSN 10 and associated Real-time in-line packet analyzer 3 is initially described in Para. [0028]. Additional description of the billing system can be found in Para. [0029]-[0037]. Additionally, various embodiments of billing methods used by the billing system of FIG. 1 are described in detail through Appellant's

specification with reference to the system of FIG. 1, including Para. [0051]-[0058]; Para. [0063]-[0080]; Para. [0081]-[0099]; Para. [0108]-[0114]; Para. [0142]-[0155]; and Para. [0156]-[0170].

Independent claim 16

Independent claim 16 recites a tangible, machine readable medium comprising a plurality of instructions that, in response to being executed, result in a computing device (GGSN 10) determining from a set of rules (Real-time Rating Engine 2) and each packet address, a respective billing tariff and a network user account (“User” in the Unified Account Database 1) to be debited for the transport of that packet. The plurality of instructions also result in the computing device (GGSN 10) obtaining a coupon from an account database (Unified Account Database 1), representing an amount of credit. Additionally, the plurality of instructions also result in the computing device (GGSN 10) debiting a network user account (“User” in the Unified Account Database 1) by the amount of that credit, before allowing the transport of packet traffic for that network user (user of the terminal 11).

The Unified Account Database is initially described in Para. [0026]. The Real-time Rating Engine 2 is initially described in Para. [0027]. The GGSN 10 and associated Real-time in-line packet analyzer 3 is initially described in Para. [0028]. Additional description of the billing system can be found in Para. [0029]-[0037]. Additionally, various embodiments of billing methods executed by the computing device in response to executing the plurality of instructions are described in detail through Appellant’s specification with reference to the system of FIG. 1, including Para. [0051]-[0058]; Para. [0063]-[0080]; Para. [0081]-[0099]; Para. [0108]-[0114]; Para. [0142]-[0155]; and Para. [0156]-[0170].

#### Independent Claim 17

Independent claim 17 recites an apparatus (GGSN 10) for billing a communications network user (user of the terminal 11) for the purchase of goods or services associated with the transport of packet traffic from that communications network (e.g., cellular network) into a packet communications network (IP Network 12). The apparatus (GGSN 10) includes means for providing each packet with an address which identifies a provider of goods or services (e.g., Music Site 14). . Appellant's specification identifies one embodiment of such a means as a software-implemented method described in Para. [0021], [0036], [0065], [0089], [0106], [0144]-[0145], and [0158]-[0159]. The apparatus (GGSN 10) also includes a store (Unified Account Database 1) having a set of rules and a packet analyzer (Real-time In-line Packet Analyser 3) for determining from said rules and each packet address, a respective billing tariff and a network user account ("User" in the Unified Account Database 1) to be debited or credited for the transport of that packet. The apparatus (GGSN 10) further includes means for obtaining a coupon from an account database (Unified Account Database 1), representing an amount of credit, and debiting a network user account ("User" in the Unified Account Database 1) by the amount of that credit, before allowing the transport of packet traffic for that network user ("User" in the Unified Account Database 1). Appellant's specification identifies one embodiment of such a means as a software-implemented method described in Para. [0148]-[0155] and [0162]-[0170].

The Unified Account Database is initially described in Para. [0026]. The Real-time Rating Engine 2 is initially described in Para. [0027]. The GGSN 10 and associated Real-time in-line packet analyzer 3 is initially described in Para. [0028]. Additional description of the billing system can be found in Para. [0029]-[0037]. Additionally, various embodiments of

billing methods used by the billing system of FIG. 1 are described in detail through Appellant's specification with reference to the system of FIG. 1, including Para. [0051]-[0058]; Para. [0063]-[0080]; Para. [0081]-[0099]; Para. [0108]-[0114]; Para. [0142]-[0155]; and Para. [0156]-[0170].



**GROUND OF REJECTION TO BE REVIEWED ON APPEAL**

Appellant presents the following sole ground of rejection for the Board to review:

(I) the rejection of claims 1-20 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,819,092 to Ferguson (hereinafter “Ferguson”).

## **ARGUMENT**

### **I. Appellant Respectfully Urges the Board to Reverse the Sole Ground of Rejection.**

Appellant will argue the claims within the first ground of rejection in the following groups:

Group A – claims 1-7 and 11-16;

Group B – claims 8-10; and

Group C – claims 17-20.

#### **A. Claims 1-7 and 11-16 are not rendered obvious in view of Ferguson.**

The 35 U.S.C. § 103(a) rejection of claims 1-7 and 11-16 is improper and should be overruled because Ferguson fails to render those claims obvious. When properly evaluated, Ferguson fails to disclose, suggest, or otherwise render obvious every element of those claims. Specifically, Ferguson fails to disclose (i) determining a respective billing tariff and a network user from a set of rules and a packet address and (ii) use of a coupon representing an amount of credit as generally recited in the claims.

*(i) Ferguson fails to disclose determining a respective billing tariff and a network user from a set of rules and each packet address*

The Examiner asserts that Ferguson teaches “determining, by the server, from said rules and each packet address, a respective billing tariff and a network user account to be debited for the transport of that packet.” The Examiner directs Appellant to col. 30, lines 20-58, “*Levying Fees on Users*” in support of this rejection. However, nothing in that section of Ferguson relied on by the Examiner discloses the use of a “packet address” for determining a network user account to be debited. Rather, this section of Ferguson simply discusses different

types of fee structures that may be used to levy fees on a user. However, none of the disclosed fee structures rely on a **packet address of the transmitted packet**. As such, no disclosed fee structure is selected, determined, or otherwise modified based, in part, on the packet address. Conversely, each of independent claims 1, 11, and 16, requires determining a billing tariff based on a set of rules and a packet address, which identifies the provider of the goods, such that different content providers may charge different tariffs or tariff structures.

It should be appreciated that the system of Ferguson is quite different from the billing system disclosed in Appellant's application. Ferguson is directed to an online service development system including a single, central server hardware platform 100 on which is stored HTTP server software 101, HTTP Extension Software 103, and Server Service Repository 107. (Ferguson, Col. 7, line 58 – Col. 8, line 3). Developers may use an Online Service Development Tool 109 to design online services. (Ferguson, Col. 8, lines 4-14). In use, the single, central server hardware platform 100 distributes and controls the ecommerce accounting of the online services. (Col. 8, lines 15-53). That is, all of the services and accounting of the online service system of Ferguson are stored on and controlled by the server hardware platform 100 and are delivered only across the packet-based network 150. As such, there simply is no reason to use a packet address identifying the provider of the goods since there is a single, virtual provider in the system of Ferguson.

Conversely, Appellant's specification discloses a billing system in which a mobile terminal may access services located on separate servers or otherwise provided by separate entities. Additionally, such services are provided across a mobile wireless network and a packet-based network. In such a system, a central login procedure from which the user account information may be obtained or cross-referenced may not be achievable due to the disparate

service providers. Additionally, each service provider may utilize a different tariff or tariff structure and, as such, identification of the source of the packet may be used to apply the correct tariff or tariff structure.

Ferguson, on the other hand, is simply silent as to how the network user account is to be debited for, for example, a purchase. That is, Appellant has found no disclosure in Ferguson wherein the determination of the network user account is discussed. In particular, Ferguson fails to disclose that such determination is made based on the packet address. Nor can it be said that Ferguson inherently teaches that the network user account to be debited is determined based on each packet address. “Inherency . . . may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient.” *Hansgird v. Kemmer*, 102 F.2d 212, 40 U.S.P.Q. 665, 667 (C.C.P.A. 1939); *In re Oelrich and Divigard*, 666 F.2d 578, 212 U.S.P.Q. 323, 326 C.C.P.A. 1981). It cannot be said that the network user account must be determined based on the packet address. As such, Ferguson does not inherently disclose such determination. Rather, in Ferguson, it is much more likely that the network user account is determined based on a log in procedure (e.g., user name, password, etc.).

Accordingly, for at least the reasons discussed above, Ferguson fails to render claims 1-7 and 11-16 obvious. As such, Appellant respectfully requests the Board to reverse the Examiner’s rejection of claims 1-7 and 11-16.

*(ii) Ferguson fails to disclose obtaining a coupon from an account database that represents an amount of credit*

The Examiner asserts that Ferguson teaches “obtaining, by the server, a coupon from an account database, representing an amount of credit (col. 31, lines 60 through col. 32, line

4, col. 18, lines 30-39).” However, while Ferguson does disclose debiting and crediting a user’s account, Ferguson fails disclose use of a “coupon.” In this regard, the Examiner appears to be interpreting a “coupon” simply as a debit or credit. However, such an interpretation is overly broad and is without regard to the teaching of Appellant’s specification. As described in Appellant’s specification, use of the coupon facilitates the sale of services from multiple, disparate service providers (which Ferguson is not concerned with), charging of different rates depending on the contact (i.e., is the user simply browsing a website or downloading music), crediting of the provider (e.g., the provider is credited for the download but not the browsing), etc. As such, given the benefit of Appellant’s specification, one of ordinary skill in the art would understand a “coupon” as used in Appellant’s specification includes data or parameters in addition to the simple dollar amount of the credit/debit. For example, on page 10, lines 19-20, of Appellant’s specification, a “coupon” includes destination and source data. Further, it should be appreciated that the “coupon” is temporally different from a present-time debit or credit. That is, the user’s account is not charged for the goods or services at the time of obtaining the coupon. Rather, the coupon represents a credit from which the goods or services are charged, which is subsequently correlated to the user’s account. Conversely, in systems similar to Ferguson, the user’s account is debited immediately upon the purchase of goods or services.

For at least these reasons, Ferguson simply fails to disclose use of such a coupon. Additionally, Ferguson fails to offer any motivation for such use since the services offered in Ferguson originate from a central service provider, albeit different developers. Accordingly, for at least these reasons, Ferguson fails to render claims 1-7 and 11-16 obvious. As such, Appellant respectfully requests the Board to reverse the Examiner’s rejection of claims 1-7 and 11-16.

**B. Claims 8-10 are not rendered obvious in view of Ferguson.**

The 35 U.S.C. § 103(a) rejection of claims 8-10 is improper and should be overruled because Ferguson fails to render those claims obvious. When properly evaluated, Ferguson fails to disclose, suggest, or otherwise render obvious every element of those claims. Specifically, Ferguson fails to disclose (i) obtaining a coupon from an account database that represents an amount of credit and (ii) applying a corresponding credit to an account held by a provider of those goods or services.

*(i) Ferguson fails to disclose obtaining a coupon from an account database that represents an amount of credit*

Claim 8 recites the step of “obtaining, by the server, a coupon from an account database, representing an amount of credit.” As such, all of the arguments presented above in Section A(ii) in regard to claim 1-7 and 11-16 are equally applicable to claims 8-10 and are incorporated in their entirety into Appellant’s argument relating to claims 8-10. Accordingly, for at least those reasons, Ferguson fails to render claims 8-10 obvious. As such, Appellant respectfully requests the Board to reverse the Examiner’s rejection of claims 8-10.

*(ii) Ferguson fails to disclose applying a corresponding credit to an account held by a provider of those goods or services.*

The Examiner asserts that Ferguson teaches “apply[ing], by the server, a corresponding credit to an account held by a provider of those goods or services.” The Examiner directs Appellant to the Abstract; col. 8, lines 55 through col. 9, line 20; and col. 29, lines 52-55 of Ferguson in support of this rejection. However, nothing in those sections of Ferguson relied on by the Examiner disclose the crediting of a provider’s account. For example, in regard to the Abstract of Ferguson, the fees paid to the content provider are disassociated with the actions of the user: “[a] third party content provider can be paid when that third party content provider

supplies valuable information desired by the users of the online service.” That is, in that case, the third party content provider is paid for supplying information to the system, not in response to the user purchasing a specific good or service. Additionally, the remaining sections of Ferguson relied on by the Examiner (i.e., cols. 8 and 29) are directed only to the debiting of a user’s account and fail to disclose crediting a goods or services provider’s account. For at least this reason, the Examiner has failed to establish a sufficient *prima facie* case of obviousness in regard to claims 8-10. As such, Appellant respectfully requests the Board to reverse the Examiner’s rejection of claims 8-10.

**C. Claims 17-20 are not rendered obvious in view of Ferguson.**

The 35 U.S.C. § 103(a) rejection of claims 17-20 is improper and should be overruled because Ferguson fails to render those claims obvious. When properly evaluated, Ferguson fails to disclose, suggest, or otherwise render obvious every element of those claims. Specifically, Ferguson fails to disclose (i) a packet analyzer for determining from a set of rules and a packet address, a respective billing tariff and a network user account to be debited or credited for the transport of that packet and (ii) means for obtaining a coupon from an account database, representing an amount of credit, and debiting a network user account by the amount of that credit, before allowing the transport of packet traffic for that network user.

*(i) Ferguson fails to disclose a packet analyzer for determining from a set of rules and a packet address, a respective billing tariff and a network user account to be debited or credited for the transport of that packet*

In specific regard to claim 17, the Examiner has failed to point to any physical or software structure of Ferguson that the Examiner interprets to read on the claimed “packet analyzer.” As discussed in the arguments presented above in section A(i), which are

incorporated in this section by reference, Ferguson fails to disclose the use of a “packet address” for determining a network user account to be debited. While Ferguson does disclose various fee structures, none of those fee structures appears to rely on a packet address included in the transmitted packet. Furthermore, Ferguson fails to disclose a “packet analyzer” configured to determine, from a set of rules and a packet address, a billing tariff and network user account to be debited or credited for the transport of that packet. Again, there is simply no reason in Ferguson to use a packet address identifying the provider of the goods since there is a single, virtual provider in the system of Ferguson, and the Examiner has failed to cite to any section of Ferguson wherein the claimed “packet analyzer” or the functionality performed thereby is disclosed.

Accordingly, for at least the reasons discussed above, Ferguson fails to render claims 17-20 obvious. As such, Appellant respectfully requests the Board to reverse the Examiner’s rejection of claims 17-20.

*(ii) Ferguson fails to disclose means for obtaining a coupon from an account database, representing an amount of credit, and debiting a network user account by the amount of that credit, before allowing the transport of packet traffic for that network user.*

Claim 17 recites means for obtaining a coupon from an account database, which is described in Appellant’s specification as a software-implemented method in Para. [0148]-[0155] and [0162]-[0170]. As discussed in detail in regard to Section A(ii), Ferguson fails to disclose obtaining a “coupon,” and all of the arguments presented above in section A (ii) in regard to claim 1-7 and 11-16 are equally applicable to claims 8-10 and are incorporated in their entirety into Appellant’s argument relating to claims 8-10. Accordingly, for at least those reasons,




Ferguson fails to render claims 17-20 obvious. As such, Appellant respectfully requests the Board to reverse the Examiner's rejection of claims 17-20.

## II. CONCLUSION

In view of the arguments presented above, Appellant submits that the sole ground of rejection is erroneous. Appellant urges the Board to reverse the rejections of the pending claims and respectfully request action to that end.

It is respectfully requested that this paper be considered as a petition for a two-month extension of time extending the deadline of this response to August 16, 2009 (August 14<sup>th</sup> falling on a weekend day). The Commissioner is hereby authorized to charge the fee of \$490.00 for this two-month extension of time, and any shortages fees, and credit any overpayment of fees, to the Deposit Account No. 10-0435 with reference to file 920476-95165.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Glen Kellett", is written over a horizontal line.

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## **CLAIMS APPENDIX**

Applicants submit the following list of claims involved in the appeal in accordance with 37 C.F.R. § 41.37(c)(1)(viii):

1. A method of billing a communications network user for the purchase of goods or services associated with the transport of packet traffic from that communications network into a packet communications network, each packet having an address which identifies a provider of goods or services, wherein the method is executed by a server and comprises:

accessing, by the server, a set of rules,

determining, by the server, from said rules and each packet address, a respective billing tariff and a network user account to be debited for the transport of that packet,

obtaining, by the server, a coupon from an account database, representing an amount of credit, and

debiting, by the server, a network user account by the amount of that credit, before allowing the transport of packet traffic for that network user.

2. The method of claim 1, wherein account details for network users and account details of providers of goods and services are stored in a common accounts database.

3. The method of claim 2, wherein transfers of credit between accounts stored in the accounts database are determined from coupons generated for each transaction.

4. The method of claim 3, wherein network users have prepaid and postpaid accounts.

5. The method of claim 4, wherein each user account is accorded a respective credit limit.

6. The method of claim 5, wherein a user validation is performed prior to completion of a transaction.

7. The method of claim 6 wherein the network is a wireless network.

8. A method executed on a sever configured to facilitate ~~of~~ on-line shopping, the method comprising:

debiting, by the server, the cost of goods or services purchased by a customer to that customer's pre-paid or postpaid account with a network operator,

applying, by the server, a corresponding credit to an account held by a provider of those goods or services,

obtaining, by the server, a coupon from an account database, representing an amount of credit, and

debiting, by the server, a network user account by the amount of that credit, before allowing the transport of packet traffic for that network user.

9. The method of claim 8, wherein a transaction charge is retained by the network operator.

10. The method of claim 9, wherein a supplier of goods or services is credited with a portion of the network operator's revenue for the transport of packet traffic relating to a transaction.

11. A billing system for providing combined billing of a communications packet network user for the delivery of communications services to that user and for the on-line purchase of goods and services by the user via the communications network, the goods and services being associated with the transport of packet traffic wherein each packet includes a packet address, the billing system comprising:

a database having stored therein a set of rules; and

a server communicatively coupled to the database, the server being configured to:

determine from said rules and each packet address, a respective billing tariff and a network user account to be debited for the transport of that packet,

obtain a coupon from an account database, representing an amount of credit, and

debit a network user account by the amount of that credit, before allowing the transport of packet traffic for that network user.

12. The billing system of claim 11, wherein network users have prepaid and postpaid accounts.

13. The billing system of claim 12, wherein each user account is accorded a respective credit limit.

14. The billing system of claim 13, wherein the server is configured to credit a supplier of goods or services a portion of the network operator's revenue for the transport of packet traffic relating to a transaction.

15. The billing system of 14, wherein said network comprises a wireless network.

16. A tangible, machine readable comprising a plurality of instructions that, in response to being executed, result in a computing device

determining from a set of rules and each packet address, a respective billing tariff and a network user account to be debited for the transport of that packet,

obtaining a coupon from an account database, representing an amount of credit, and

debiting a network user account by the amount of that credit, before allowing the transport of packet traffic for that network user.

17. Apparatus for billing a communications network user for the purchase of goods or services associated with the transport of packet traffic from that communications network into a packet communications network, the apparatus comprising:

means for providing each packet with an address which identifies a provider of goods or services,

a store having a set of rules,

a packet analyzer for determining from said rules and each packet address, a respective billing tariff and a network user account to be debited or credited for the transport of that packet; and

means for obtaining a coupon from an account database, representing an amount of credit, and debiting a network user account by the amount of that credit, before allowing the transport of packet traffic for that network user.

18. Apparatus as claimed in claim 17, wherein network users have prepaid and postpaid accounts.

19. Apparatus as claimed in claim 18, wherein each user account is accorded a respective credit limit.

20. Apparatus as claimed in claim 19, wherein said network comprises a wireless network.

**EVIDENCE APPENDIX**

None.

**RELATED PROCEEDINGS APPENDIX**

None.